



Vendor Guidelines and Application

The Bobby Lanier Farm Park, also known as Germantown's Farm Park, is a 10-acre education and demonstration center for sustainable living through agriculture and stewardship. Located in the heart of Germantown, Tennessee, the Farm Park features a community garden that practices organic growing methods and raises chickens in a free-range, natural environment. The Farm Park's mission is further accomplished through partnerships, garden talks, and our young farmer's programs and field trips for pre-school and school-aged children. Community-wide events-such as the Farm Park Farmers' Market, festivals, garden tours, and cultural arts programs-are also an integral part of the Farm Park.

The Farm Park officially opened in June 2012. Our Farm Park Farmers' Market is a family-friendly environment featuring live music, food, artisans, and local growers. We are a producer's-only market. The following information explains the current application process, the vendor approval process, fees, and contains the Farm Park Farmers' Market Policies and Regulations.

NOTE: The priority date for 2017 Vendor Applications is May 1, 2017.

MARKET OPERATIONS:

Thursday evenings – June 1 to August 3, 4 to 7:30 p.m. (rain or shine)

Market Manager:

Joni Roberts

Programs and Outreach Coordinator

Bobby Lanier Farm Park

Jroberts@germantown-tn.gov

(901)757-7378 (office)

The Farm Park Farmers' Market ("FPFM") IS A PRODUCER ONLY MARKET

We define a producer as the person or group of people directly involved in growing or making the product. This may include the producer's family, partners, interns, employees, or a local cooperative. Vendors who wish to sell at this market must certify in their application that they and their partners grow/raise their own products or make their own value-added products.

All market vendors must make themselves available for site visits by a representative of FPFM during the growing season. Failure to allow a site visit (once given reasonable notice) may be grounds to revoke your right to vend.

In the event of a customer or vendor complaint regarding the authenticity of origin of any product, the Market Manager will report the complaint to the Advisory Committee as well as the vendor in question. If the market cannot confirm the authenticity of the product from a prior farm visit, the vendor may either discontinue the sale of the questioned product at the market or submit to a farm visit from a market representative within a week's time. It may be requested that the product in question not be sold at the market until its authenticity has been verified by a market representative.

FARMER/GROWER AND PRODUCER ELIGIBILITY:

FPFM considers the following criteria to determine eligibility of applying vendors:

- Quality of products
- Product balance and diversity of products in the markets
- Traceability of the farmers/growers and producer
- Production methods

VENDOR APPLICATION GUIDELINES:

We are accepting applications for the 2017 Market Season now and throughout the June to August season. While we will accept applications throughout the season, space is limited, so please submit your application along with applicable fees and legal documentation by May 1, 2017 for priority consideration.

A nonrefundable application fee of \$30.00 for new vendors is required to cover the cost of the review process. Returning vendors are exempt from the application fee and should submit an application along with supporting documents. Applicants may elect to pay application and vendor fees via check or money order or online at www.Germantown-TN.gov/registration. Please do not send cash in the mail.

Checks should be made payable to the **City of Germantown** with "Farm Park Farmers' Market" in the memo line.

Mail application, application fee and applicable documentation to:

Parks and Recreation Department
Farm Park Farmers' Market
Attn: Joni Roberts
2276 West Street
Germantown, TN 38138

Returned checks will result in a \$35 additional charge. Any vendor with a returned check must pay the due amount plus the charge in full with cash to FPFM before they will be allowed to participate in the market.

VENDOR FEES:

Vendor space is minimum 10 x 10. Vendor fees of \$15 per week cover a 10 x 10 space. Vendors that need more space will need to rent more than one 10 x 10 space and pay the fee accordingly.

Weekly, Monthly and Seasonal Payment Options are available.

Weekly fees are \$15.00 for each of the following market dates:

June 1 July 6 August 3

June 8 July 13

June 15 July 20

June 22 July 27

June 29

Monthly fees are as follows:

June 2017: \$75.00 due June 1, 2017
July 2017: \$60.00 due July 6, 2017
August 2017: \$15.00 due August 3, 2017

****No refunds will be made for monthly payments.**

Seasonal fees are as follows:

Vendors paying for the entire market season will receive a 10% discount for prepayment of \$135.00 due on or before June 1, 2017. No refunds will be made for full season payments, and no seasonal discounts will apply after June 1, 2017.

VENDOR SELECTION:

Please note that submitting an application does not guarantee space in the market. All vendor applications are reviewed and carefully considered by a Vendor Advisory Committee. The Vendor Advisory Committee must approve vendors on an annual basis. Space is limited; therefore, an approval does not guarantee space. You may also be placed on a waiting list. Space may be available on short notice, and/or on an occasional basis only.

All applications are reviewed by the Vendor Advisory Committee. The Vendor Advisory Committee does not give exclusivity rights to products to vendors. We are very sensitive to maintaining a diverse product mix, and also protecting our vendors with respect to market share. There are products that we feel we cannot support a second vendor. There are also products where the demand is higher, and the product offerings of two or more vendors are different. The Vendor Advisory Committee retains the right to offer similar vendors space, if deemed to be a better product mix for the market.

Every effort will be made to review vendor applications within two weeks of receipt of a completed vendor application. Vendor applicants will be notified by email or phone of their application approval status. If vendor application is approved, space preference will be given according to the order of application receipt and vendor product offering. All space assignments are at the prerogative of the FPFM Manager and Vendor Advisory Committee.

INSURANCE REQUIREMENTS:

Once the Vendor Committee selects/approves the application, vendors will be required to submit insurance certificates naming City of Germantown as additionally insured. The City's Procurement Staff will review and coordinate the execution of these documents. If you have any questions concerning insurance requirements, please contact Lisa Piefer via e-mail at Procurement@germantown-tn.gov

ALL VENDORS MUST READ AND CONFORM TO THE MARKET POLICIES & REGULATIONS. SHOULD YOU AGREE TO THE TERMS AND BECOME A VENDOR OF THE MARKET, YOU SHOULD RETAIN A COPY OF THE POLICIES AND REGULATIONS FOR YOUR RECORDS.

MARKET POLICIES AND VENDOR REGULATIONS:

These policies are important to the welfare and operation of the Farm Park Farmers' Market. Failure to abide by the rules may be cause for expulsion from the Market. While this list is inclusive to all that we can think would be necessary, there may be additional documentation required, as state and local laws-in regards to food policies are subject to change. Please be prepared to provide additional documentation as requested. We also trust our vendors to be abreast of the state and local guidelines for selling food and food products. Please do not put us in a position of risk by intentionally avoiding the law.

1. Growers must obtain a letter or grower affidavit for the current year from their county extension agent, stating what crops are grown and at what address they are grown. This letter must be on official government letterhead and filed with the FPFM manager. Please ensure a contact number for the county agent is on the document for verification. This letter must be submitted with the application.
2. Producers of prepared and/or packaged goods must be permitted and inspected by the Department of Agriculture Regulatory Services of their state and/or county health department prior to selling at the FPFM. The FPFM Manager must have copies of current inspections and permits. Inspections and permits must be submitted with the application. Vendors must have a copy at their vendor space when vending at the FPFM. Food Samples must be individually pre-packaged in the inspected facility before being dispensed at the FPFM.
3. It is the responsibility of the vendor to ensure compliance with these state and county domestic kitchen laws and regulations. All items produced and sold must be labeled in accordance with the regulation, including visible signage informing the customer that these items were created in a non-regulated kitchen. For more information about foods, licensing, or inspections under the domestic kitchen rule, contact your state regulatory services division. Tennessee's Regulatory Services Division, Food and Dairy Section may be contacted at P.O. Box 40627, Nashville, TN 37204, (615) 837-5193.
4. Vendors should abide by all city, county, state and federal regulations that govern sampling, production, labeling, and safety of any product offered for sale at the FPFM.
5. All vendors must read and conform to the market policies & regulations. As a vendor of the market, you should retain a copy of the policies and regulations for your records.
6. Vendors are responsible for carrying the required insurance coverage as provided and reviewed by the City's Procurement Director.
7. Vendors may sell only those products applied for and approved on their application. Approval must be obtained by the FPFM Manager for any deviances from the application. Any vendor found with unapproved product(s) may be asked to remove the product(s).
8. Vendor setup is from 3:00 to 4:00 p.m. and breakdown is from 7:30 to 8:30 p.m. Vendors must arrive before 3:30 p.m. or risk forfeiture of their assigned space and ability to drive into the market. Additionally, a \$30 late fee may be assessed. Vendors running late should contact the FPFM manager as soon as possible. Repeated lateness or unexcused absences may result in a loss of vendor space without a refund.
9. Vendors with assigned space, who are unable to attend a market day, must contact the FPFM Manager 48 hours prior to market day. Emergencies occur, and FPFM is sensitive to these situations; however, abuse of our kindness may result in permanent

expulsion from the FPFM. Vendors who fail to contact the FPFM Manager regarding absences may be assessed a \$30 absence fee due prior to the following market day.

10. Vendors will provide the following for their setup materials for their own use, including but not limited, to the following:

- a. Tables
- b. Chairs
- c. Tablecloths
- d. Bags or Sacks
- e. Boards/Shelves
- f. Baskets/Containers
- g. Signage
- h. Extension Cords/Electric Generation
- i. Scales
- j. Umbrellas or Awnings
- k. Weights for Umbrella, Awning, or Canopies
- l. Display Containers

Vendors may not take FPFM property, such as chairs, to use in their own booth. All canopies, umbrellas, or other forms of space cover must be sufficiently and safely secured to the ground from the moment the canopy is erected until the moment immediately before it is taken down. All canopies must be secure at all legs. Vendors are required to provide their own materials to secure their space cover. A space cover will not be allowed unless it is suitably anchored.

11. Vendors are required to keep their products, chairs, tables, and equipment inside their space boundaries. The FPFM Manager has the right to ask that your space signage or display be rearranged if it is blocking another vendor or traffic flow, or if it extends beyond the allotted booth space. No signs, displays, or shelves may be stored at the market during nonoperational hours.

12. Vendors are responsible for maintaining their space in a clean, sanitary condition, and are responsible for the disposal of any debris at the close of business. Sanitation containers provided by FPFM are for customer use or light trash only. Agricultural waste and broken-down boxes must be hauled away.

13. All vendor produce and food must be stored or displayed off the ground. No produce or products sold for consumption may be stored or displayed directly on the ground.

14. Vendors may contact the market manager or volunteer coordinator to request volunteers to temporarily staff their stall, if needed, for 5 to 10 minute intervals. This will be on a first-come, first-serve basis and dependent on availability of volunteers. Volunteers may not be used to set up or tear down vendor spaces.

15. Vendors must use signage at their space, listing the name of their business or farm and location. Product names, varieties, and prices must be clearly labeled. Individual nametags for each space worker are also required.

16. No signage or pamphlets are allowed to promote activities outside the FPFM that are not related to vendor business. This includes-but is not limited to-unrelated commercial businesses, controversial topics, and political and/or religious affiliations.

17. Vendors may not sublet vendor space or spaces nor share vendor space with another vendor.

18. The Market Manager has the authority to prohibit the sale of any product that does not conform to market standards.

19. The FPFM supplies all music and entertainment. No playing of instruments, tapes, or CDs without permission from the Market Manager.

20. Smoking and use of tobacco products are not allowed on the Bobby Lanier Farm Park property. Any violations will result in dismissal from the FPFM.

21. No firearms or alcohol are allowed on the Bobby Lanier Farm Park property. Any violations will result in dismissal from the FPFM.

22. Children must be supervised at all times. Children are not permitted to roam or wander unsupervised.

23. Pets are not allowed under the Shelby County Health Department Codes. The pet sitting tent is for FPFM patrons only.

24. Vendors operating a motor vehicle on market premises must drive in a careful and prudent manner and observe the entrance and exit roadways. Vendors may park one light vehicle directly behind their space if space allows. The parking lot is reserved for patrons. Vendors must park in vendor designated areas. Vendors with special parking needs must make arrangements with the FPFM Manager prior to market day.

25. No selling is allowed before the posted market times. Explain to your early-bird customer that is a way we ensure fairness for all our vendors. Encourage them to stick around and “window shop” until the market begins.

26. Vendors are responsible for collecting payment for their own product(s) and any applicable sales tax. Vendors will set their terms of payment.

27. Scales must be certified by the Tennessee Department of Agriculture and must be posted as approved. Vendors are responsible for certifying and annually calibrating any scales used at their stalls, or they can be fined by the Shelby County Division of Weights

& Measures. Weights & Measures is located at 157 Poplar Ave, Memphis, TN. The phone number is 901-545-3920.

28. Any and all complaints must be put in writing, signed, and given to the Market Manager. Unsigned complaints will not be addressed. Petition style complaints, signed by numerous individuals, will not be addressed. All complaints will be addressed within four weeks. Complaints must be specific in nature. The FPFM Manager will seek input from knowledgeable individuals-such as county extension agents and farmers who are on the FPFM Board. Farm visits will be made as deemed necessary. Repeated complaints about a specific vendor will not be addressed each time if the investigative team deems them unwarranted and personal in nature.

29. Professional conduct is expected: Any yelling, swearing, throwing items, harassing, or threatening other vendors, volunteers, or management will not be tolerated. This includes in person or by any other medium. This type of behavior may result in permanent expulsion from the market with no redress.

30. Policies and procedures are necessary to ensure fairness, the smooth operation of the market, and protection of vendors from practices that could cause them harm. In addition, the market's "brand integrity" as a producer-only, high-quality venue must always be protected.

a. In general, the first offense of any of the above regulations, a verbal warning may be issued; the second offense will incur a written warning; upon the third offense the vendor may be asked to leave the site; and upon the fourth offense the vendor may not be allowed to return for the remaining of the market season. No refunds will be given for vendor fees paid.

**The market manager and Advisory Committee reserve the right to expel a vendor without warning for safety related or other serious offenses.



2017 FPFM Vendor Application
Please print or type

Please send this completed form, applicable documents, and fees to:

Farm Park Farmers' Market
Attn: Joni Roberts
2276 West Street
Germantown, TN 38138

For questions, please contact
Joni Roberts
Farm Park Programs & Outreach Coordinator
(901) 757-7378 or jroberts@germantown-tn.gov

Please make checks payable to the City of Germantown

Please indicate type: (Circle)

Artisan

Farm

Prepared Food

Contact Information:

Name: First _____ **Last** _____

Farm/Business Name: _____

Phone: Preferred phone # _____ **Alternate phone #** _____

Email Address _____

Mailing Address: Street _____

City _____ **State** _____ **Zip** _____

Business Information:

May we put your contact information on our website if approved? ____ Yes ____ No

If applicable, business web address: _____

If applicable, business Facebook page: _____

Are there any dates that you will not be available during the market season? _____

Are you willing to be placed on a waiting list and be a “fill-in” vendor?

_____ **Yes** _____ **No**

What year did you start your business? _____

Dates of Liability Insurance: _____ **to** _____

Please list products you are applying to sell at the FPFM:

Farms, please provide pictures of your farm space, detailed information about how your product is grown, raised, made, and/or prepared. For example, discuss the variety of your produce, the specific characteristics of the variety and why you chose it, rather than just giving the generic name of the produce.

Prepared Food applicants, please be specific about your products and ingredients. You will likely be asked to provide samples for committee members prior to approval.

Artisans must submit photos in addition to written details (photos can be submitted via email to jroberts@germantown-tn.gov)

VENDOR DECLARATIONS (Please initial in designated spaces):

_____ **Certification of Farm Park Farmers’ Market Application** - I certify that I have read and completed the Farm Park Market Application to best of my knowledge and have included the required documentation for the products I will be vending.

_____ **Acknowledgement of Farm Park Farmers’ Market Insurance Requirements** - I acknowledge that I have read the Insurance Requirements provided and furthermore agree to abide them if selected as Farm Park Market Vendor.

_____ **Acknowledgement Market Policies and Vendor Regulations and Affirmation of Farm Park Farmers’ Market Support:** I certify that I have read the Market Policies and Vendor Regulations, and I agree to abide by them. I understand the consequences of violating them. I understand that I cannot sell anything at the Farm Park Farmers’ Market that I did not grow or produce. I also agree to work with the Farm Park Market Board and other vendors to support and further the Farm Park Farmers’ Market.

_____ **Photography Release:** I grant permission for photos and/or videos of myself and my child(ren) to be used by the City while participating in the Farmer’s Market and for such photographs to be publicized in local newspapers and/or City Publications.

Signature of Vendor

Date

WAIVER AND RELEASE

In consideration for being selected as a **Farm Park Farmers' Market Vendor** ("Vendor"), I hereby expressly assume all risks and hazards incidental to my participation as a Vendor and assume full responsibility for all risks of bodily harm and property damage resulting from or in connection with my participation as a Vendor, including without limitation, transportation to and from the activities relating to the Farm Park. I hereby voluntarily release, waive and forever discharge and agree to indemnify and hold harmless, the City of Germantown, its elected officials, officers, employees, agents, representatives and related persons (collectively the "City") from any and all liabilities, claims, damages, injuries and losses, including attorney's fees and courts costs, resulting from, arising out of or connected in any way with my participation as a Vendor and related activities; and further agree to indemnify, defend and hold the City harmless from and against any and all liabilities, claims, damages, injuries and losses, including attorney's fees and courts costs, for personal injury or property damage to any person or entity resulting from or related to my participation as a Vendor and related activities.

Signature of Vendor

Date